

Exhibit "I"

Molly Moyer

From: mike.weinstein mbwlaw.net <mike.weinstein@mbwlaw.net>
Sent: Thursday, July 16, 2020 5:47 AM
To: Richard E. Zelonka
Cc: Shayla A. Lytle; Palmer Jones
Subject: Re: [EXTERNAL] Re: Case 1:20-cv-01582-WMR Atain Specialty Insurance Company v. Virahi Hotel, LLC and Jane Doe 1

Richard, I meant to reach out to you yesterday, but after reviewing the policy and applicable caselaw, along with speaking to my client, we agree not to seek coverage from your client on the JD1 matter.

Let me know how you would like to paper that up.

Thanks.

Best Regards,
Michael B. Weinstein

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From: Richard E. Zelonka <RZelonka@wshblaw.com>
Sent: Tuesday, July 14, 2020 1:22 PM
To: mike.weinstein mbwlaw.net <mike.weinstein@mbwlaw.net>
Cc: Shayla A. Lytle <SLytle@wshblaw.com>; Palmer Jones <EJones@wshblaw.com>
Subject: RE: [EXTERNAL] Re: Case 1:20-cv-01582-WMR Atain Specialty Insurance Company v. Virahi Hotel, LLC and Jane Doe 1

Mike,

Plaintiff's counsel has reviewed the Policy and agrees there is no coverage. I cannot speculate as to their review, but I would presume they read the Policy and our Complaint. It is clear Virahi is not an insured, and even if it were, the Policy's A/B and Sexual Abuse exclusions would clearly apply to Jane Doe's allegations she was the victim of sexual abuse and trafficking.

The prior case you are referring to was a slip and fall lawsuit filed against both Global Management and Varahi. Varahi (and another entity) was defended under a Reservation of Rights with the same counsel as Global Management. As Global Management was also involved, we defended Varahi as a courtesy (but again, under reservation). Additionally, that case did not involve alleged sex trafficking and/or sexual abuse, so the same coverage issues/exclusions were not applicable.

We will move forward with obtaining a release from Plaintiff's counsel. We maintain there is no coverage for the Jane Doe 1 lawsuit and will seek any and all fees spent defending Varahi after we prevail. Atain is willing to forego those fees in exchange for an agreement of no coverage. In the end, the few months of coverage Atain provided to Global Management will not likely impact the future resolution of this case, and we see no reason to spend a bunch of time and money litigating the inevitable.

Please let me know if you have any questions or how we can move this issue to resolution.

Richard E. Zelonka

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